

UNITED STATES DISTRICT COURT
CENTRAL DISTRICT OF CALIFORNIA- WESTERN DIVISION

PERFECT 10 INC., a California,
Corporation,

Plaintiff,

V.

GIGANEWS, INC., A Texas Corp.,
LIVEWIRE SERVICES, INC., a
Nevada Corporation; and DOES
1 through 100 inclusive,

Defendants.

GIGANEWS, INC. a Texas Corp.
LIVEWIRE SERVICES, INC., a
Nevada Corp. And DOES 1 through
100 inclusive,

Counter-claimants,

V.

PERFECT 10, INC, a California Corporation,

Counter-defendant.

CV 11-07098-ABC (SHx)

PROTECTIVE ORDER

PROTECTIVE ORDER

For good cause the Court HEREBY ORDERS as follows pursuant to Rule 26(c) of the Federal Rules of Civil Procedure:

1. This Protective Order (“Order”) shall apply to and govern all depositions, documents produced in response to requests for production of documents, answers to interrogatories, responses to requests for admission, and all other discovery pursuant to the Federal Rules of Civil Procedure or furnished informally by agreement between the parties, as well as testimony adduced at trial and other information hereafter furnished, directly or indirectly, by or on behalf of any party or nonparty in connection with this action which that party or nonparty in good faith believes comprise or reflect proprietary information used by it in, or pertaining to, its business, which is not generally known and which the party would normally not reveal to third parties or would cause third parties to maintain in confidence. This includes, without limitation, trade secrets, financial data, contracts and agreements, current and future business plans, and marketing documents.¹ The term “document” as used in this Order shall have the broadest meaning permissible under the Federal Rules of Civil Procedure and shall include, without limitation, all “writings,” “recordings” and “photographs” as defined in rule 1001 of the Federal Rules of Evidence, and any information stored in or through any computer system or other electronic or optical data storage device.

2. Material designated as “Confidential” or “Highly Confidential” pursuant to this Order (“Confidential or Highly Confidential Material”) shall be used by any recipients solely for the purpose of conducting this litigation, *Perfect 10, Inc. v Giganews, Inc.*, CV-11-7098-ABC, and not for any other purpose

This Protective Order does not apply to hearings before the Magistrate Judge or hearings or trial before the District Court. The parties, any party in interest, and/or the witnesses, can move the Court to seal any court proceeding for reasons consistent with this Protective Order.

1 whatsoever, and such information shall not be disclosed to anyone except as
 2 provided herein. No expert or consultant shall review or gain access to Confidential
 3 or Highly Confidential Material unless he or she has executed the Notification of
 4 Protective Order and Undertaking (attached as Exhibit A). Receiving parties,
 5 experts, and consultants must store and maintain Confidential or Highly
 6 Confidential Material at a location and in a secure manner that ensures that access
 7 is limited to the persons authorized under this Order. The recipient of any material
 8 designated under this Order shall use its best efforts, but at no time less than
 9 reasonable efforts under the circumstances, to maintain the confidentiality of such
 10 information.

11 **CONFIDENTIAL DESIGNATION OF MATERIAL**

12 3. Any information or materials produced by any party or nonparty as part
 13 of discovery in this action may be designated "Confidential" by such party or
 14 nonparty pursuant to Paragraph 4 of this Order.

15 4. The designation of information or material as "Confidential" for
 16 purposes of this Order shall be made in the following manner by the party or
 17 nonparty seeking protection:

18 (a) In the case of documents, exhibits, briefs, memoranda,
 19 interrogatory responses, responses to requests for admission, or other materials
 20 (apart from depositions or other pretrial or trial testimony): by affixing a plainly
 21 visible confidentiality designation legend to: (i) the cover page of such document
 22 saying either "Confidential" or "This Document Contains Material Designated as
 23 Confidential Pursuant to the Protective Order Entered in this Case"; and (ii) each
 24 page containing any confidential information or material; or (iii) physically on the
 25 outside of any media for storing electronic documents, at the time such documents
 26 are produced or such information is disclosed, or as soon thereafter as the party or
 27 nonparty seeking protection becomes aware of the confidential nature of the
 28 information or material disclosed and sought to be protected hereunder.

1 (b) In the case of depositions or other pretrial or trial testimony: (i)
2 by a statement on the record, by counsel, during such deposition or other pretrial or
3 trial proceeding that the entire transcript or a portion thereof shall be designated
4 hereunder; or (ii) by written notice of such designation sent by counsel to all parties
5 within ten (10) days after the delivery to counsel of the transcript of the deposition.
6 At or before a deposition, the deponent or his counsel, or any other counsel of
7 record, acting in good faith, may invoke the provisions of this Order in a timely
8 manner, giving adequate warning to counsel for the party or nonparty that testimony
9 about to be given is deemed protected under this Order. The parties may modify
10 this procedure for any particular deposition or proceeding through agreement on the
11 record at such deposition or proceeding or otherwise by written stipulation, without
12 approval of the Court. If any document or information designated under this Order
13 is used during the course of a deposition, that portion of the deposition record
14 reflecting such confidential information shall be sealed and stamped accordingly,
15 and access thereto shall be limited pursuant to the other terms of this Order.

16 (c) A party or nonparty furnishing documents and things to another
17 party shall have the option to require that all or batches of documents and things be
18 treated as confidential during inspection and to make its designations of particular
19 documents and things at the time copies of documents and things are produced or
20 furnished.

21 5. Information or material designated as "Confidential" under this Order,
22 or copies or extracts thereof, may be disclosed, described, characterized, or
23 otherwise communicated or made available in whole or in part only to the following
24 persons:

25 (a) Outside counsel of record in this litigation and staff and
26 supporting personnel of such attorneys, such as paralegals, secretaries, stenographic
27 and clerical employees and contractors; and outside copying, imaging and
28 presentation services (if used), who are working on this litigation under the direction

1 of such attorneys and to whom it is necessary that the materials be disclosed for the
2 purposes of this litigation.

3 (b) In-house counsel for the parties herein who are necessary for the
4 furtherance of this litigation and in-house paralegal;

5 (c) One officer of each of parties;

6 (d) Subject to Paragraph 6 and 8 herein, persons who are expressly
7 retained or sought to be retained by a party as consultants or testifying experts, such
8 as accountants, statisticians, economists, industry or technical experts; provided that
9 the disclosure of "Confidential" material to any persons under this subparagraph
10 shall only be to the extent necessary to perform their work on this litigation.

11 (e) Subject to Paragraph 8 herein, any other persons who are
12 designated to receive material designated "Confidential" by order of this Court after
13 notice to the parties, or by written stipulation of the parties.

14 (f) Subject to Paragraph 7 and Paragraph 8 herein, any person who
15 gives testimony in deposition or trial in this action.

16 (g) The Court and Court personnel.

17 (h) Subject to Paragraph 8, court reporters, interpreters and
18 videographers employed in connection with this action.

19 (i) The parties retain the right to apply to the Court for an order
20 restricting certain individuals from access to certain information. To accomplish
21 this, counsel of a party wishing to restrict access to information shall produce the
22 information (i.e. document) to all counsel for which there is no objection, with a
23 request that the information not be disseminated to other individuals involved in this
24 litigation pending further order of the Court. The moving party shall, thereafter,
25 within seven (7) days, file the information under seal with the Magistrate Judge and
26 identify the person (by name and title) who the moving party objects to seeing the
27 information and why the moving party believes the information should not be
28 received by this person(s). If the Court is inclined to grant the order, it will notify

1 the aggrieved party and invite briefing and/or oral argument before issuing an order.

2 6. For the purposes of this Order, a consultant shall be restricted to a
3 person who is retained or employed as a bona fide consultant or expert for purposes
4 of this litigation, whether full or part time, by or at the direction of counsel for a
5 party, and who is not retained by, employed by, or otherwise affiliated with any
6 party to this action. The name, business address, curriculum vitae (“CV”) and
7 affiliation of each such consultant or testifying expert must be disclosed to the
8 producing party at least five (5) court days (the “Objection Period”) prior to such
9 person’s review of material designated under this Order. The CV shall contain a list
10 of all present employers/clients as well as all past employers/clients for the 36
11 months preceding the date of employment in this case. During the Objection
12 Period, counsel for the designating party shall have the opportunity to oppose the
13 proposed disclosure. Any party opposing disclosure shall within such Objection
14 Period provide the other party with a written objection, setting forth in reasonable
15 detail the specific grounds for such opposition. If no written objection is received
16 by 5:00 p.m., Pacific Standard Time, on the fifth day following the date of
17 disclosure of the identity of the proposed consultant or testifying expert, then the
18 party seeking to disclose may do so and failure to object shall constitute waiver of
19 the specific objection. However, after the Objection Period has expired without
20 objection, a party may still move the Magistrate Judge to allow it to object to an
21 expert if it can show: (a) there is new, material information relating to the expert,
22 which was not available to the moving party within the Objection Period; and (b)
23 had the moving party been aware of the information at the time, the moving party
24 would have objected to the expert. In the event that an objection is received, the
25 objecting party shall, within two (2) court days send to the other party by email or
26 facsimile or next business day delivery its portion of a joint stipulation, modeled on
27 the procedure used by this District, to be furnished the Court in connection with any
28 motion regarding the objection. Within three (3) court days of receipt of such

1 portion of the joint stipulation, the party seeking to disclose shall sent its portion of
2 a joint stipulation to the objecting party by email or facsimile or next business day
3 delivery. Within two (2) court days of receipt of both portions of the joint
4 stipulation, the objecting party shall file the joint stipulation, with the Court and
5 both parties shall seek a hearing at the Court's earliest convenience. In the event
6 such resolution by the Court is necessary, the material at issue shall not be disclosed
7 to the consultant or testifying expert pending resolution of the issue by the Court.

8 7. Each person set forth in Paragraph 5 to be examined as a witness, may
9 be so examined at trial or during a deposition concerning any information or
10 material designated under this Order, which that person had lawfully received or
11 authored prior to and apart from this action. During examination, any such witness
12 may be shown information or material designated under this Order by a party which
13 appears on its face or from other documents or testimony to have been received or
14 authored by that witness from, or communicated to that witness by, that same party
15 provided that the examining party makes a reasonable effort to obtain the
16 compliance of the witness with Paragraph 8.

17 8. Each person set forth in Paragraph 5 who is not (i) outside counsel to
18 a party to this litigation, or staff directly employed by such outside counsel; or (ii)
19 the Court or Court personnel to whom material designated under this Order is to be
20 disclosed, shall, prior to receiving such material, be furnished with a copy of this
21 Order, a copy of the Court's Notification of Protective Order and Undertaking,
22 which the person shall read and sign (Attached as Exhibit A). Counsel for the party
23 seeking to disclose material designated under this Order to any such person pursuant
24 to this paragraph shall be responsible for permanently retaining the executed
25 originals of such Notifications.

26 9. All Confidential or Highly Confidential Material shall be securely
27 maintained in a manner intended to preserve confidentiality. Access to such
28 material shall be permitted only to those designated persons set forth in Paragraph

1 5 above as persons properly having access thereto. The recipient of any material
 2 designated under this Order shall use its best efforts, but at no time less than
 3 reasonable efforts under the circumstances, to maintain the confidentiality of such
 4 information.

5 10. Nothing contained in this Order shall affect the right of any party to
 6 make any objection, claim any privilege, or otherwise contest any request for
 7 production of documents, interrogatory, request for admission, subpoena, or
 8 question at a deposition or to seek further relief or protective order from the Court
 9 as permitted by the Federal Rules of Civil Procedure. Nothing in this Order shall
 10 constitute an admission or waiver of any claim or defense by any party.

11 11. In the event that counsel for any party determines to file any
 12 information or material designated Confidential pursuant to this Order
 13 (“Confidential Information”), or any papers containing or making reference to such
 14 information (the “Filing Party”), those materials shall be filed under seal pursuant
 15 to Local Rule 79.5, in sealed envelopes on which shall be endorsed the caption of
 16 this action and a statement substantially in the following form:

17 **CONFIDENTIAL**

18 This envelope contains documents that are subject to an order governing
 19 discovery and the use of confidential discovery material entered by the Court in this
 20 action. The envelope shall not be opened or the contents thereof displayed or
 21 revealed except by Order of the Court. Violation hereof may be regarded as
 22 contempt of the Court.

23 Subject to the Court’s convenience and needs, documents filed under seal
 24 shall be kept under seal by the Clerk until further Order of the Court.

25 12. **Procedures for Disclosure of Customer Information.**

26 To conform to the terms of Defendant(s) Privacy Polic(ies), to the
 27 extent that Defendants’ discovery obligations or Court orders require them to
 28 produce any customer information, Defendants shall do so under this provision:

1 (a) After Defendant(s) or the court have identified disclosure of a
2 particular customer's information as necessary for discovery in this
3 matter, that Defendant shall immediately attempt to notify that
4 customer of the following:

5 (i) The existence of this litigation and Protective Order;

6 (ii) and that the customer's information will be designated as
7 disclosed pursuant to this Protective order unless the customer
8 objects to the Court within 14 days.

9 (b) If the customer does not object to the Court within 14 days,
10 Defendant(s) shall disclose the information in a manner consistent with
11 the remaining terms of this Protective order.

12 (c) If the Court receives an objection within 14 days, Defendant(s) will
13 abide by the Court's ruling on that objection, and will not release the
14 information until the objection has been withdrawn, ruled upon, or
15 otherwise resolved. Plaintiff may respond to any such objection to the
16 Court. If the Court overrules the customer's Objection, Defendant
17 shall produce the information in a manner consistent with the remaining
18 terms of this Protective Order.

19 13. A party shall not be obligated to challenge the propriety of material
20 designated under this Order at the time the designation is made and failure to do so
21 shall not preclude a subsequent challenge thereto. In the event that any party to this
22 litigation disagrees at any state of these proceedings with such designation, such
23 party shall provide to the designating person or entity a letter detailing its objection
24 to the designation. The designating person or entity shall respond by letter within
25 three (3) court days to such letter. If not resolved, the objecting party may file a
26 motion objecting to the designation. In any such motion, the burden of proving that
27 information has been properly designated under this Order is on the person or entity
28 making such designation.

1 **HIGHLY CONFIDENTIAL DESIGNATION OF MATERIALS**

2 14. The parties may further designate certain material or testimony of a
3 highly confidential and/or proprietary nature as “Highly Confidential,” in the
4 manner for confidential designation set forth in Paragraph 4 herein. The “Highly
5 Confidential” designation may be challenged in the manner set forth in Paragraph
6 13 herein. Materials designated “Highly Confidential” (“Highly Confidential
7 Material”) shall be subject to the following protections, which are in addition to
8 those protections applicable to documents designated “Confidential” under this
9 Order. Highly Confidential Material may be accessed, copied, or held by only (i)
10 all counsel of record and necessary support staff working under the lawyers’
11 supervision; (ii) outside consultants and experts who have signed the attached
12 Notification of Protective Order and Undertaking and who qualify for access to the
13 materials in a manner set forth in Paragraph 6 herein; and (iii) one officer of each
14 of the parties who shall also sign the attached Notification of Protective Order and
15 Undertaking, but shall not be disclosed to any other officer, director or employee
16 of a party, unless otherwise agreed or ordered. Designation of material as Highly
17 Confidential shall be severely restricted only to those materials for which there is
18 a legitimate reason to restrict access. The designating party shall have the burden
19 of establishing that there is a legitimate reason for designating materials as Highly
20 Confidential.

21 15. The parties may also designate certain electronic data as “Highly
22 Confidential Electronic Data: in the manner for confidential designation set forth
23 in Paragraph 4 herein, in which case the following protections shall apply, which
24 are in addition to the protections set forth for Confidential and Highly Confidential
25 Material above. Each of Fenwick & West, LLP; and Krause, Krause, Kalfayan,
26 Benink & Slavins, LLP or Perfect 10, Inc., shall designate one of its attorneys to
27 function as the Custodian of any Highly Confidential Electronic Data produced to
28 the firm under this Order. Each Custodian shall execute a statement to be provided

1 to opposing counsel upon execution, confirming that he or she will maintain any
2 Highly Confidential Electronic Data produced to his or her firm in compliance with
3 all the terms of this Order.

4 16. Except as hereinafter provided, the copies of Highly Confidential
5 Electronic Data will not be duplicated or furnished to others. The Custodians will
6 ensure that Highly Confidential Electronic Data will be protected from
7 dissemination, including by the following means:

8 (a) At each location, any Highly Confidential Electronic Data will
9 be kept in a secure location when not being actively accessed.

10 (b) At each location, counsel for the receiving parties and
11 consultants and experts who have signed the Notification of Protective Order will
12 maintain a log of those counsel of record, support personnel working under their
13 direct supervision, one officer of the party, and experts or consultants who have
14 accessed Highly Confidential Electronic Data. The log entries will include the date
15 and time of any such access. Before gaining access for the first time to Highly
16 Confidential Electronic Data, such person otherwise qualifying under Paragraph 14
17 will review this Order and attest to having read and understood it, which also will
18 be recorded on the log. In the event of a dispute involving any alleged violation of
19 this Order, counsel may obtain immediate copies of the logs from each location by
20 written notice to the opposing Custodian.

21 (c) Except as needed for use in depositions, court filings under seal,
22 or trial, no copies of Highly Confidential Electronic Data, or work product
23 containing portions of such data, shall be taken from the offices of counsel of record
24 or consultants and experts who have signed the Notification of Protective Order and
25 Undertaking, and no computer that contains any of the Highly Confidential
26 Electronic Data or portions of such data shall be connected to a computer network
27 of any sort while it contains the Highly Confidential Electronic Data or portions of
28 such data.

1 (d) In the event that a Custodian becomes aware of any breach of the
2 provisions of this Order, he or she shall promptly alert opposing counsel of any such
3 breach.

4 17. Other than for the purposes of this Action, subject to the restrictions
5 of this Order, those permitted access to Highly Confidential Material or Highly
6 Confidential Electronic Data under this Order shall not disclose contents of such
7 material to any other person at any time and shall never use any information gained
8 from access to or review of such materials for any purpose or reasons other than for
9 the purposes of this action.

10 18. Upon the conclusion of the Action, the Highly Confidential Material
11 or Highly Confidential Electronic Data shall be either returned or disposed of as set
12 forth in Paragraph 27 herein and counsel of record shall gather all such material and
13 destroy and certify as destroyed such materials, except that one archival copy of
14 each party's Highly Confidential Material or Highly Confidential Electronic Data
15 may be securely retained by counsel maintaining such material.

16 **OTHER PROVISIONS**

17 19. Nothing in this Order shall preclude any party to the lawsuit or its
18 counsel: (a) from showing a document designated under this Order to an individual
19 who either prepared or reviewed the document prior to the filing of this action; or
20 (b) from disclosing or using, in any manner or for any purpose, any information or
21 documents from the party's own files which the party itself has designated under
22 this Order.

23 20. Nothing in this Order shall prevent disclosure beyond the terms of this
24 Order if the party designating material consents in writing to such disclosure, or if
25 a court orders such disclosure. A party requested to disclose material designated
26 under this Order to a nonparty pursuant to a validly served subpoena civil
27 investigative demand, discovery procedure permitted under the Federal Rules of
28 Civil Procedure or other formal discovery request shall object to its production to

1 the extent permitted by applicable law and notify the requesting nonparty of the
2 existence of this Order and that the material requested by the nonparty has been
3 designated under this Order and shall further give notice of such request, by email
4 or facsimile and next business day delivery, upon the party which designated the
5 material as soon as is reasonably possible, but in all instances sufficiently prior to
6 the date on which such confidential material is to be produced to the nonparty.
7 Once such notice is given, the designating party shall take all steps it believes are
8 necessary to protect the Confidential materials and the non-designating party is not
9 required to take any further action.

10 21. If a party inadvertently fails to designate material and/or information
11 when producing or otherwise disclosing such material and/or information, it shall
12 not be deemed a waiver in whole or in part of a party's claim of confidentiality,
13 either as to the specific information disclosed or as to any other information relating
14 thereto or on the same or related subject matter. As soon as the receiving party has
15 knowledge of the inadvertent production, the information must be treated as if it had
16 been designated under this Protective Order, and the receiving party must endeavor
17 in good faith to obtain all copies of the document which it distributed or disclosed
18 to persons not authorized to access such information by Paragraphs 5 or 14 above,
19 as well as any copies made by such persons. The costs of doing so shall be paid by
20 the designating party.

21 22. All counsel for the parties who have access to information or material
22 designated under this Order acknowledge that they are bound by this Order and
23 submit to the jurisdiction of this court for purposes of enforcing this Order.

24 23. Entering into, agreeing to, and/or producing or receiving information
25 or material designated under this Order, or otherwise complying with the terms of
26 this Order shall not:

27 (a) operate as an admission by any party that any particular
28 information or material designated under this Order contains or reflects trade

1 secrets, proprietary or commercially sensitive information or any other type of
2 confidential information;

3 (b) operate as an admission by any party that the restrictions and
4 procedures set forth herein constitute or do not constitute adequate protection for
5 any particular information designated under this Order;

6 (c) prejudice in any way the rights of any party to object to the
7 production of documents they consider not subject to discovery;

8 (d) prejudice in any way the rights of any party to object to the
9 authenticity or admissibility into evidence of any document, testimony or other
10 evidence subject to this Order;

11 (e) prejudice in any way the rights of any party to seek a
12 determination by the court whether any information or material should be subject
13 to the terms of this Order.

14 (f) prejudice in any way the rights of any party to petition the Court
15 for a further protective order relating to any purportedly confidential information;

16 (g) prevent the parties to this Order from agreeing in writing or on
17 the record during a deposition or hearing in this action to alter or waive the
18 provisions or protections provided for herein with respect to any particular
19 information or material with written or on the record consent of the party disclosing
20 such information.

21 24. This Order shall not be construed to apply to any information that: (a)
22 is available to the public other than through a breach of this Order or other duty of
23 confidentiality; (b) a receiving party can demonstrate was already known to the
24 party at the time of disclosure and was not subject to conditions or confidentiality;
25 or (c) a receiving party can demonstrate was developed by that party independently
26 or any disclosure by a designating party or nonparty.

27 25. In the event that information in the possession or control of a person
28 or entity involves the confidentiality rights of a nonparty or its disclosure would

1 violate a protective order issued in another action, the party with possession or
2 control of the information will promptly attempt to obtain the consent of the
3 nonparty to disclose the information under this Order. If the consent of the nonparty
4 is refused or otherwise cannot be obtained, the party will promptly thereafter notify
5 the party seeking discovery by the written response due date for such discovery of:
6 (a) the existence and description (to the extent disclosable) of the information
7 without producing such information; and (b) the identity of the nonparty (provided,
8 however, that such disclosure of the identity of the nonparty does not violate any
9 confidentiality obligations). The party seeking discovery may then make further
10 application to the nonparty or seek an order to compel discovery.

11 26. Within sixty (60) days after the final termination of litigation between
12 the parties (including appeals), all material designated under this Order and all
13 copies thereof (including summaries and excerpts) shall be either returned to the
14 party that produced it or destroyed and certification of destruction supplied to the
15 producing party; provided, however, that for each party, counsel who is entitled
16 access to such designated material pursuant to this Order may retain one complete
17 and unredacted set of its work product that contains designated material as well as
18 pleadings and papers filed with the Court or served on the other party solely for
19 reference in the event of, and only in the event of, further proceedings or litigation
20 between the parties, a dispute over such counsel's performance, or a dispute over
21 the use or dissemination of material designated under this Order. Such retained
22 copy of pleadings and papers shall be maintained in a file accessible only by
23 properly authorized counsel under the provisions of, and bound by, this Order. This
24 Order shall survive the final termination of this litigation with respect to any such
25 retained confidential material and the Court shall retain jurisdiction to resolve any
26 dispute concerning the use of information disclosed hereunder.

27 **SCOPE**
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DURATION

Dated: January 10, 2014

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STEPHEN J. HILLMAN
UNITED STATES MAGISTRATE JUDGE

EXHIBIT A: ACKNOWLEDGMENT AND AGREEMENT TO BE BOUND

I, _____ *[print or type full name]*, of
 _____ *[print or type full address]*, declare under
 penalty of perjury that I have read in its entirety and understand the Stipulated
 Protective Order that was issued by the United States District Court for the Central
 District of California on _____ *[date]* in the case of *Perfect 10, Inc. v.*
Giganews, Inc., Case No. 2:1- CV-07098-ABC-SH. I agree to comply with and to
 be bound by all the terms of this Stipulated Protective Order and I understand and
 acknowledge that failure to so comply could expose me to sanctions and punishment
 in the nature of contempt. I solemnly promise that I will not disclose in any manner
 any information or item that is subject to this Stipulated Protective Order to any
 person or entity except in strict compliance with the provisions of this Order.

I further agree to submit to the jurisdiction of the United States District Court
 for the Central District of California for the purpose of enforcing the terms of this
 Stipulated Protective Order, even if such enforcement proceedings occur after
 termination of this action.

I hereby appoint _____ *[print or type full name]*
 of _____ *[print or type full address and*
telephone number] as my California agent for service of process in connection with
 this action or any proceedings related to enforcement of this Stipulated Protective
 Order.

Date:

City and State where sworn and signed

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Printed name: _____
Print name here

Signature: _____
Sign here